REMARKS

This responds to the Final Office Action dated January 7, 2010. Claims 1, 17, 28, and 35-37 are amended, claim 34 is canceled, and no claims are added. As a result, claims 1-33 and 35-37 are now pending in this application.

The Rejection of Claims Under § 103

Claims 1-5 and 7-37 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Hans et al. (U.S. Publication No. 2002/0120577A1; hereinafter "*Hans*") in view of Lindholm et al. (WO 02/084980A1; hereinafter "Lindholm"), further in view of Seago et al. (U.S. Publication No. 2004/0054923A1; hereinafter "Seago").

Claim 1

I. *Hans, Lindholm, and Seago*, alone or in combination, fail to disclose *a digital rights server to store* content consumer rights that include an amount of delivery time available to the content consumer, as recited by claim 1.

Claim 1 currently recites, in part, "a digital rights server to store content consumer rights defining access rights of a content consumer with respect to the content, the consumer rights including an amount of delivery time available to the content consumer." The Office Action rejected independent claim 1 based on *Hans* in view of *Lindholm*, further in view of *Seago*.

The *Office Action* concedes that "*Hans* does not explicitly teach timing delivery of the content to the content consumer at the media server." *Office Action* at 4. Applicant agrees and further assert that *Hans* does not disclose consumer rights including "an amount of delivery time," much less "a digital rights server to store content consumer rights" including "an amount delivery time available to the content consumer," as recited by claim 1. Therefore, *Hans* fails to disclose this feature of claim 1.

In fact, as understood by the Applicant, the *Office Action* relied upon *Lindholm* to reject any feature of claim 1 that involves consumer rights relating to an amount of delivery time available to the content consumer. However, upon review of *Lindholm*, it appears that with respect to consumer rights to content, ***the client***, not a digital rights server, stores consumer

rights through a digitally signed ticket. *See Lindholm* at 8. Specifically, "[t]he Order Server 3 [] creates a digitally signed ticket or digitally signed tickets, which it sends back to the Client 1." *Id.* According to *Lindholm*, "a ticket is a receipt of the order and contains information of the agreement necessary for the Client in order to obtain requested media object from the Streaming Server 5." *Id.* Operationally, "[t]o initiate delivery of media, the whole ticket or preferably a special part of the ticket is sent ***from the Client 1 to the Streaming Server 5***." *Id.* (emphasis added). Then, "[t]he Streaming Server verifies the validity of the ticket, e.g. …that the rights requested by the Client comply with the rights written in the ticket." *Id.* As such, *Lindholm* does not disclose "a digital rights server to store content consumer rights defining access rights of a content consumer with respect to the content, the consumer rights including an amount of delivery time available to the content consumer," as recited by claim 1. Thus, *Lindholm* too does not disclose this feature of claim 1.

Furthermore, Applicant respectfully submits that *Seago* is silent on the use of a time quota or allotment and thus does not teach or suggest "a digital rights server to store content consumer rights defining access rights of a content consumer with respect to the content, the consumer rights including an amount of delivery time available to the content consumer," as recited by claim 1.

II. *Hans, Lindholm,* and *Seago*, alone or in combination, fail to disclose "the delivery of the content to the content consumer is conditional upon there being more than a preset amount of delivery time as compared to the amount of delivery time available to the content consumer, as determined by the digital rights server."

Claim 1 currently recites, in part, "the delivery of the content to the content consumer is conditional upon there being more than a preset amount of delivery time as compared to the amount of delivery time available to the content consumer, as determined by the digital rights server." The *Office Action* rejected claim 1 based on *Hans* in view of *Lindholm* and *Seago*.

With respect to *Lindholm*, as described above, "[t]o initiate delivery of media, the whole ticket or preferably a special part of the ticket is sent from the Client 1 to the Streaming Server 5." Then, "***[t]he Streaming Server verifies*** the validity of the ticket, e.g. …that the rights

requested by the Client comply with the rights written in the ticket." (emphasis added). As such, the streaming server authenticates the client's request for content, not a digital rights server, as recited in amended claim 1. Further, *Lindholm* describes, "in the case of time-based charging, the ticket may contain some amount of time distributed over a certain set of media." *Id.* at 9. In turn, the "streaming server may record the time he used and send receipts ***to the client***." *Id.* at 9 (emphasis added). Consequently, *Lindholm* merely describes authentication based on information stored in a ticket, as passed from the Client to the media server. Thus, *Lindholm* fails to disclose "the delivery of the content to the content consumer is conditional upon there being more than a preset amount of delivery time as compared to the amount of delivery time available to the content consumer, ***as determined by the digital rights server***," as recited by claim 1.

Furthermore, Applicant respectfully submits that *Hans* and *Seago* fail to cure the deficiency of *Lindholm* for the reasons described above. Therefore, *Hans*, *Lindholm*, and *Seago* do not disclose "the delivery of the content to the content consumer is conditional upon there being more than a preset amount of delivery time as compared to the amount of delivery time available to the content consumer, as determined by the digital rights server."

III. Combinability

The *Office Action* argues because "*Hans*' digital rights server is configured to update user's rights in response to usage patterns," "[it] would have been obvious that *Hans* discloses [that] the digital rights server and content media server are configured to communicate with each other in order to determine the usage pattern although *Hans* does not explicitly teach the timing delivery of the content to the content consumer at the media server." *Office Action* at 4.

The *Office Action* misinterprets *Hans* with respect to updating user's rights in response to a usage pattern. In particular, the *Office Action* argues that *Hans* is "configured to update ***user's rights*** in response to a usage patterns i.e., *Hans*' digital rights server update ***the user access rights*** during which the content was delivered to the content user." *Office Action* at 4 (citing *Hans* at [0027] –[0029]). After a review of the cited portions of *Hans*, Applicant finds no support within *Hans* for the *Office Action*'s interpretation that the user's rights are updated based

on usage pattern. Instead, the cited paragraphs of *Hans* actually describe a rights manager that may "update the user's ***personal profile*** with information relating to the user's content usage patterns (e.g., the digital content accessed, the number of time particular works are accessed, the digital content genres accessed)." *Hans* at [0029]. Any suggestion by *Hans* that these usage patterns are used in any way with respect to access rights is completely missing. At most, "[t]his [personal usage] information may be accessed by the user or, with the user's permission, may be shared with third parties (e.g., content providers) in exchange for one or more incentives (e.g., discounts on future purchases)." Consequently, the usage pattern of *Hans* does not relate to providing consumer rights with respect to content. As a result, contrary to the *Office Action*, it would not have been obvious to combine *Hans* with *Lindholm* to achieve the features of claim 1.

Since Applicant has shown that *Hans*, *Lindholm*, and *Seago*, alone or in combination, fail to disclose each and every element, the Applicant respectfully requests the Examiner to withdraw the rejection under 35 U.S.C. §103(a) with regard to independent claim 1. Independent claims 17, 35, 36, and 37 include limitations similar to those of claim 1 and are allowable for at least the same reasons. Further, their dependent claims are allowable for at least the same reasons and may contain additional patentable subject matter.

Claim 6

Claim 6 was rejected under 35 U.S.C. § 103(a) as being unpatentable over *Hans* in view of *Lindholm*, further in view of *Seago*, further in view of Lagerweij et al. (U.S. Publication No. 2003/0217163A1; hereinafter "*Lagerweij*"). Applicant traverses the rejection. Claim 6 depends from independent claim 1, which Applicant has shown to be patentable over *Hans* in view of *Lindholm*, further in view of *Seago*. The addition of *Lagerweij* does not cure the deficiencies of *Hans, Lindholm,* and *Seago* with respect to independent claim 1. Therefore, Applicant asserts that claim 6 is allowable for at least the same reasons as those provided for independent claim 1.

Claims 28-33, and 37

The *Office Action* rejected claim 28 under 35 U.S.C. § 103(a) as being unpatentable over *Hans* in view of *Lindholm*, further in view of *Seago*. Applicant traverses this rejection as applied to currently amended claim 28.

Claim 28 currently recites, in part, "requesting the media server to communicate with the digital rights server after expiry of the preset amount of time." As described above, the *Office Action* relied on *Lindholm* to disclose those features related to the consumer rights including an amount of delivery time available to the content consumer. *Lindholm*, however, completely fails to disclose any communications between the order server and the streaming server that occurs "based on request" or "after expiry of the preset amount of time," as currently recited by claim 28. Therefore, *Lindholm* does not disclose "requesting the media server to communicate with the digital rights server after expiry of the preset amount of time," as recited by claim 28.

Further, Applicant avers that *Hans* and *Seago* fail to cure the deficiency of *Lindholm* for the reasons described above. Therefore, *Hans* and *Seago* fail to teach or suggest the above cited elements of claim 28, as amended.

Since Applicant has shown that *Hans*, *Lindholm*, and *Seago*, alone or in combination, fail to disclose each and every element, the Applicant respectfully requests the Examiner to withdraw the rejection under 35 U.S.C. §103(a) with regard to independent claim 28. Independent claim 37 includes limitations similar to those of claim 28 and is allowable for at least the same reasons. Further, claim 28's dependent claims are allowable for at least the same reasons and may contain additional patentable subject matter.

CONCLUSION

Applicant respectfully submits that the claims are in condition for allowance, and notification to that effect is earnestly requested. The Examiner is invited to telephone the undersigned at (408) 660-2014 to facilitate prosecution of this application.

If necessary, please charge any additional fees or deficiencies, or credit any overpayments to Deposit Account No. 19-0743.

Respectfully submitted,

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CERTIFICATE UNDER 37 CFR 1.8: The undersigned hereby certifies that this correspondence is being filed using the USPTO's electronic filing system EFS-Web, and is addressed to: Mail Stop RCE, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 7th day of April, 2010.

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